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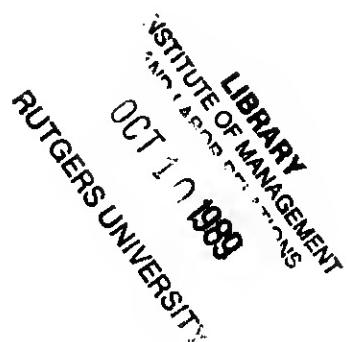
AGREEMENT BETWEEN THE BOROUGH OF MOONACHIE

Moonachie, Pennsylvania

AND

THE POLICEMEN'S BENEVOLENT ASSOCIATION

(LOCAL 102 MOONACHIE UNIT)



X James J. Kilkenny - Date Oct. 31, 1990

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A G R E E M E N T

0.00 PREAMBLE

0.01 THIS AGREEMENT made this 21st day of  
September, 1989 by and between the BOROUGH OF  
MOONACHIE, a body politic and corporate of the State  
of New Jersey, hereinafter referred to as "The Employer"  
and the POLICEMEN'S BENEVOLENT ASSOCIATION (LOCAL 102  
MOONACHIE UNIT), hereinafter referred to as the "PBA".

0.02 WHEREAS, the Employer and the PBA recognize that  
it will be to the benefit of both to promote mutual  
understanding and foster a harmonious relationship between  
the parties to the end that continuous and efficient  
service will be rendered to and by both parties.

NOW, THEREFORE, it is agreed as follows:

1.00      EMPLOYEES' BASIC RIGHTS

Pursuant to Chapter 303, Public Laws, 1968, the Employer hereby agrees that every Employee of the Moonachie Police Department shall have the right freely to organize, join, and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and the United States.

1.02      The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, his participation in any activities of the PBA and its affiliates, collective negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

**2.00      ASSOCIATION RECOGNITION**

The Employer recognizes PBA Local 102 (Moonachie Unit) as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all Employees employed by the Employer's Police Department except those Employees specifically excluded herein.

**2.02**      No employee shall be compelled to join the Association but shall have the option to voluntarily join said Association.

**2.03**      The term "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

**3.00      EXCLUSIVITY OF ASSOCIATION REPRESENTATION**

3.01      The Employer agrees that it will not enter into any contract or Memorandum of Agreement with any one but the recognized Association (PBA Local 102 Moonachie Unit) with regard to the categories of personnel covered by this Agreement.

**4.00      EXISTING LAW**

4.01      The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal laws.

5.00 ASSOCIATION REPRESENTATIVES

5.01 The Employer recognizes the right of the Association to designate one representative and one alternate for the enforcement of this Agreement.

5.02 The Association shall furnish the Employer in writing the names of the representative and the alternate and notify the Employer of any changes.

5.03 The authority of the representative and alternate so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by the Association or its officers.

5.04 The designated Association representatives shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend all meetings and conferences on collective negotiations with Employer Officials. No pay shall be granted when such meetings or investigations are on off-duty hours.

**6.00**      MAINTENANCE OR WORK OPERATIONS

**6.01**      The parties agree that there shall be no lockouts, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No officer or representative of the Association shall authorize, instigate, or condone such activity.

**6.02**      It is understood that violation of the provisions of this Article may subject any employee participating in or condoning such activity to disciplinary action by the Employer. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, subject to applicable provisions of state statute and other applicable provisions of this Agreement.

7.00 DATA FOR FUTURE BARGAINING

7.01 The Employer agrees to make available to the Association all relevant data the Association may require to bargain collectively.

7.02 The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of sick leave days utilized by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty and other data of a similar nature.

8.00 SALARIES

8.01 The base annual salaries of all Employees covered by this Agreement shall be set forth in Appendix "A". Salary shall be provided to each employee on a bi-weekly basis, payable every other Friday.

8.02 LONGEVITY

All police officers shall be entitled to a longevity payment, in addition to all other wages and benefits, in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>PERCENT</u>
Beginning of 5th year through 9 years	3%
Beginning of 10th year through 12 years	4%
Beginning of 13th year through 15 years	5%
Beginning of 16th year and over	6%

8.03 The base annual salary for the period covered by this Agreement shall, along with all other economic items, be deemed to be retroactive as set forth on APPENDIX "A" unless otherwise stated herein, and any monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

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9.00 WORK DAY, WORK WEEK AND OVERTIME

- 9.01 The normal work day shall be eight (8) hours, which shall include within the eight (8) hour span, thirty (30) minutes of paid meal time per day, and in addition thereto two (2) coffee breaks of fifteen (15) minutes each.
- 9.02 Timing of said recesses shall be set by the Chief.
- 9.03 Forty (40) hours per week shall be the normal work week.
- 9.04 The normal work day shall be based upon the utilization of a three (3) squad system which shall function for eight (8) rotating hours for each squad during a twenty-four (24) hour day.
- 9.05 Work in excess of the Employee's basic work week or tour for a day is overtime.
- 9.06 Overtime shall be paid as paid overtime compensation (time and one-half).

**9.00(i) WORK DAY, WORK WEEK AND OVERTIME**

The following schedule changes shall become effective on July 1, 1989:

- 9.01(i) The normal work day shall be eight (8) hours, which shall include within the eight (8) hour span, thirty (30) minutes of paid meal time per day, and in addition thereto two (2) coffee breaks of fifteen (15) minutes each.
- 9.02(i) Timing of said recesses shall be set by the Chief.
- 9.03(i) 38.28 hours per week shall be the normal work week.
- 9.04(i) The normal work day shall be based upon the utilization of a three (3) squad system which shall function for eight (8) rotating hours for each squad during a twenty-four (24) hour day.
- 9.05(i) Work in excess of the Employee's basic work week or tour for a day is overtime.
- 9.06(i) Overtime shall be paid as paid overtime compensation (time and one-half).

**9.00(ii) WORK DAY, WORK WEEK AND OVERTIME**

The following schedule changes shall become effective on July 1, 1990:

**9.01(ii)** The normal work day shall be eight (8) hours, which shall include within the eight (8) hour span, thirty (30) minutes of paid meal time per day, and in addition thereto two (2) coffee breaks of fifteen (15) minutes each.

**9.02(ii)** Timing of said recesses shall be set by the Chief.

**9.03(ii)** 37.42 hours per week shall be the normal work week.

**9.04(ii)** The normal work day shall be based upon the utilization of a three (3) squad system which shall function for eight (8) rotating hours for each squad during a twenty-four (24) hour day.

**9.05(ii)** Work in excess of the Employee's basic work week or tour for a day is overtime.

**9.06(ii)** Overtime shall be paid as paid overtime compensation (time and one-half).

**10.00 HOURLY RATE**

10.01        Subject to the application of the F.L.S.A. and solely for the purpose of computing an Employee's hourly rate the Employee's base annual salary shall be divided by 2080 hours. This figure of 2080 is not an actual work chart figure and it may not be utilized by the Borough to insist that it may unilaterally increase the annual hours worked by virtue of the work chart agreed to by the parties.

11.00      **RECALL**

11.01      Any Employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee of two hours work or pay in lieu thereof.

12.00      SHIFT CHANGES

12.01      The Employer agrees that it will not indiscriminately adjust shifts so as to avoid overtime payment to Employees covered by this Agreement.

13.00 UNIFORMS

- 13.01 Each new Employee shall receive from the Employer free of charge in lieu of a clothing allowance, a complete uniform.
- 13.02 Thereafter, the Employer will pay each Employee, during the term of this Agreement up to but not to exceed the sum of Three Hundred (\$300.00) Dollars per year as a clothing allowance. Each Employee shall be paid the sum of Two Hundred Fifty (\$250.00) Dollars per year for the purchase and maintenance of his off duty weapon and equipment. Payments under this Article are subject to a miscellaneous cash expenditure voucher being submitted by the Employee to the Chief of Police.
- 13.03 If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any such changed items.
- 13.04 Utilization of Section 13.03 shall not diminish the clothing allowance set forth in this Agreement, except in the case of a complete uniform change.
- 13.05 An Employee's uniform or personal equipment which are required by him in his capacity as a Police Officer, which may be damaged during the course of his employment, shall be replaced at the expense of the Employer, except where such damage is caused by the negligence of the Employee. Any such damage shall be reported by the Employee's next daily report.

13.00(i) UNIFORMS

Effective JULY 1, 1990, the following provisions shall apply:

- 13.01(i) Each new Employee shall receive from the Employer, free of charge in lieu of a clothing allowance, a complete uniform.
- 13.02(i) Thereafter, the Employer will pay each Employee, during the term of this Agreement up to but not to exceed the sum of Three Hundred (\$300.00) Dollars per year as a clothing allowance. Each Employee shall be paid the sum of Three Hundred (\$300.00) Dollars per year for the purchase and maintenance of his off duty weapon and equipment. Payments under this Article are subject to a miscellaneous cash expenditure voucher being submitted by the Employee to the Chief of Police.
- 13.03(i) If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any such changed items.
- 13.04(i) Utilization of Section 13.03(i) shall not diminish the clothing allowance set forth in this Agreement, except in the case of a complete uniform change.
- 13.05(i) An Employee's uniform or personal equipment which are required by him in his capacity as a Police officer, which may be damaged during the course of his employment, shall be replaced at the expense of the

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13.06 Any such payments made under Section 13.05 shall be in addition to the Employee's annual clothing allowance otherwise referred to in this Agreement.

Employer, except where such damage is caused by the negligence of the Employee. Any such damage shall be reported by the Employee's next daily report.

13.06(i) Any such payments made under Section 13.05(i) shall be in addition to the Employee's annual clothing allowance otherwise referred to in this Agreement.

**14.00 VACATIONS**

- 14.01        The vacation allowance shall be as set forth in this Agreement in Appendix "B".
- 14.02        When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year.
- 14.03        If an employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post-hospital recuperation period charged against sick leave at his option upon proof of hospitalization and physician's certificate.
- 14.04        No employee who is on vacation shall be recalled except in case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Employer.
- 14.05        Up to a maximum of five (5) days of vacation allowance per year may be taken in single day segments.
- 14.06        Once an employee selects five (5) or more consecutive days of vacation under this clause, the next senior man shall make his selection and so on until the seniority list is exhausted, at which time the process shall be continued.
- 14.07        All vacation requests must first be submitted to

the Chief of Police for his approval; all requests for vacation allowance for a block of five (5) consecutive days or more shall be accomplished in the following manner:

i) On November 15th of each year the Chief of Police will post the following years schedule setting forth each officers scheduled days off.

ii) On December 8th, each officer shall choose and submit to the Chief of Police his or her block or blocks of five (5) consecutive days of more of requested vacation time.

iii) On or before December 31st, the Chief of Police will post the annual calendar for the subsequent year setting forth each officers shift assignment for each work day for the full year. To the extent possible, the Chief will move an officer on an entire block of tours to cover for vacation.

All requests for less than five (5) consecutive days vacation shall be submitted to the Chief of Police at least fourteen (14) days prior to the requested vacation dates for the Chief's approval.

Officers agree to be reasonable and to cooperate with one another to accommodate the vacation requests of fellow officers in order that the integrity of the annual schedule be maintained.

If there is no conceivable method of switching due to minimum staff, the vacation request will not be denied by the Chief of Police.

15.00      SICK LEAVE

- 15.01      All Employees covered by this Agreement shall be granted fifteen 15 sick leave days with pay per year which shall be accumulated from year to year.
- 15.02      Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease.
- 15.03      To qualify for payment while absent on sick leave each Employee who will be absent from duty on sick leave shall so notify the Chief of Police or the Officer in charge at least one hour before the commencement of his scheduled tour of duty. Said notice shall state the nature of the cause of the absense from duty. An Employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.
- 15.04      An Employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if requested by the employer.
- 15.05      If an Employee reports for his regularly scheduled duty and works at least four hours then he shall be credited with an entire day worked.

15.06 Where an Employee has announced retirement and said Employee's entitlements under this program has been calculated, said entitlement may be taken as either a lump sum cash payment or it may be taken in time away from the place of employment with full continuation of wages and benefits. It shall be the obligation of the Employee to elect which form of compensation, time or cash, that is desired, however, said election shall be subject to approval by the Borough. Under no circumstances shall the Employee's entitlements under this clause be diminished, however, the form of compensation is subject to mutual agreement. Any Employee who shall retire with twenty-five (25) years of service or upon a disability retirement after twenty-five (25) years of service shall be entitled to fifty (50%) percent of said Employee's remaining accumulated sick days calculated at the Employee's rate of compensation at said Employee's retirement.

16.00      BEREAVEMENT LEAVE

16.01      All permanent full time Employees covered by this Agreement shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family within a three (300) hundred mile radius and up to five (5) days leave if beyond three hundred (300) mile radius with the consent of the Chief of Police or his designated representative to attend services. If an employee requires more than five (5) days leave such shall be granted with the approval of the Chief of Police.

16.02      Immediate family shall include spouse, children, parents, brothers, sisters and grandparents of Employee or spouse.

16.03      Such funeral leave shall not be charged against the Employee's vacation or sick leave.

16.04      An extension of absence under this Article, however, may be, at the Employee's option and with the consent of the Department Head charged against available vacation time or be taken without pay for a reasonable period.

16.05      In the case of unusual circumstance not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police.

17.00 PERSONAL LEAVE

- 17.01 Each Employee shall have five (5) personal leave days. Three (3) personal leave days shall be charged against sick leave. Two (2) personal days shall not be chargeable against any other leave, including sick leave. For the purpose of this clause an Employee shall not be required to advise his superior of the reason for the personal leave day.
- 17.02 Employees must give the Chief of Police twenty-four (24) hours notice of their intention to take a personal day and must receive approval from the Chief to insure that the Borough has adequate personnel on hand to perform all necessary functions. The said personal leave days shall be non-accumulative.
- 17.03 Personal leave time under this Article shall be granted in units of not less than four (4) hours for each occasion.
- 17.04 The Chief of Police may disapprove personal leave when the granting of said personal leave will interfere with the efficient functioning of the Moonachie Police Department.
- 17.05 Notwithstanding anything in the above paragraphs to the contrary, each employee shall be entitled to utilize three (3) of the five (5) personal leave days without providing any reason to the Chief of Police and the Chief of Police shall not deny such requests unless the most extreme emergent

circumstances requiring total mobilization of the Department shall dictate otherwise.

18.00      LEAVE OF ABSENCE

18.01      All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed thirty (30) days.

18.02      The Employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the governing body. The governing body shall consider each case on its merits and without establishing a precedent.

19.00 MEDICAL COVERAGE

19.01 The Employer will provide and pay for Aetna Hospitalization, Major Medical Insurance and Dental Insurance for Employees covered by this Agreement and their families of the same type and in the same amounts as presently exist under Policy Control No: 405932, Group Contact 400106 Revised Plan which was effective as of January 1, 1981.

19.02 All increases in premiums during the term of this Agreement shall be borne entirely by the Employer.

19.03 The Borough shall maintain the currently effective medical assistance program at the same levels of coverage for all Police Department retirees.

Any Police officer who retires with twenty-five (25) years of service with the Borough of Moonachie shall be entitled to all medical benefits that he had as an active member for himself and his dependents.

The twenty-five (25) year length of employment service requirement is subject to change and will be lowered only upon adoption of State Law pertaining to length of service for normal service retirement with the Police and Firemen's Retirement Plan.

In the event a Police officer becomes totally disabled so he can do no work for pay or profit or becomes totally and permanently disabled for further duty as the direct

result of a traumatic event occurring as a result of the performance of duty, he will be entitled to all medical benefits as specified in this article for himself and his dependents.

**19.04** The Borough of Moonachie reserves the right to change the carrier providing the medical benefits referred to in 19.01 provided, however, that the benefits to be furnished by a replacement carrier shall be at least the equivalent of the benefits presently being furnished or better. The PBA representative will be notified fifteen (15) days prior to any change in the carrier.

**20.00      INSURANCE**

**20.01**      The Employer will continue to provide existing insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

21.00      ACCIDENTAL DEATH OR DISMEMBERMENT

- 21.01      The Employer will provide, at its own cost and expense and without costs to the Employee, an accidental death and dismemberment policy for the Employees in the full amount of Five Thousand (\$5,000.00) Dollars per Employee.
- 21.02      A disclaimer by the carrier shall create no additional rights against the Borough under this section.

22.00      BULLETIN BOARD

- 22.01      The Employer will supply one Bulletin Board for the use of the Association to be placed in a conspicuous location.
- 22.02      The Bulletin Board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.
- 22.03      No matter may be posted without receiving permission of the officially designated Association representative.
- 22.04      Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonable withheld.

23.00      CEREMONIAL ACTIVITIES

- 23.01      In the event a Police Officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit at least one uniformed Police Officer of the Department to participate in funeral services for the said deceased officer.
- 23.02      Subject to the availability of same, the Employer will permit a department police vehicle to be utilized by the members in the funeral service.
- 23.03      Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral services unless otherwise agreed to by the Mayor and Council.

24.00 PERSONNEL FILES

- 24.01 A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.
- 24.02 Any member of the Police Department may by appointment review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative.
- 24.03 Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.
- 24.04 All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

25.00      MILITARY LEAVE

25.01      Military leave for Employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

**26.00 GRIEVANCE PROCEDURE**

- 26.01 To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement, the following procedures shall be used.
- 26.02 For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application or violation of policies, agreements and administrative decisions affecting them.
- 26.03 The procedure for settlement of grievances shall be as follows:

**A. STEP ONE**

In the event that any Employee covered by this Agreement has a grievance, within four (4) working days of the occurrence of the event being grieved the Employee shall discuss it informally with the Chief of Police or his designee. The Chief shall decide the grievance within four (4) working days after the grievance is first presented to him.

**B. STEP TWO**

If the Association wishes to appeal the decision of the Chief of Police or his designee, it shall be presented in writing to the Employer's governing body or its delegated representative, within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter

in dispute. The Employer's governing body or its delegated representative may give the Association the opportunity to be heard and will give his decision in writing within ten (10) working days of receipt of the written grievance.

C. ARBITRATION

1) If no satisfactory resolution of the grievance is reached at Step Two, then within ten (10) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of said Commission. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

2) The Arbitrator shall have no authority to add to or subtract from the Agreement.

3) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Employer's governing body or its representative on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the arbitrator not to accept or to decide any matter in dispute that is subject to

Civil Service Commission review and decision.

4) No Employee covered by this Agreement may have the right to process his own grievance without his representative.

5) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the succeeding step in the Grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

6) Said arbitration agreement shall be enforceable in a civil action only.

7) It is agreed between the parties that only one (1) issue may be submitted at one (1) time for resolution by a Grievance Arbitrator.

27.00        LABOR MANAGEMENT COMMITTEE

27.01        As soon as practicable after execution of this Agreement, a Labor-Management Committee shall be established consisting of representatives of the Employer and the Association.

27.02        The function of this committee shall be to facilitate communication between the parties to promote a climate conducive to constructive Employee relations, to recommend resolution of Employee relations problems which may arise in the administration of this Agreement and to discuss other matters of mutual interest.

27.03        The committee will meet at mutually acceptable times and places, with either party having the right to request a meeting.

27.04        Requests for meetings should be made at least a week in advance with the requesting party submitting an agenda of the topics for discussion.

27.05        The size of the committee may vary according to the topics to be discussed and shall be limited to the least number of representatives from each party needed to accomplish the business at hand.

27.06        Nothing contained in this Section is intended to restrict in any way the normal informal discussion and resolution of problems by Employer and Association representatives.

27.07        If agreement is reached between the parties as to any such additional issues, then, and in that event, any such agreed upon language shall become part of this Agreement upon the execution of same, duly signed by the Association President and the Mayor and Council of the Borough.

28.00      HOLIDAYS

- 28.01      All Employees covered by this Agreement shall be entitled to and will receive thirteen (13) paid holidays per year.
- 28.02      The holidays noted herein shall be set forth in Appendix "C".

**29.00      WORK INCURRED INJURY**

- 29.01**      Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act and any other plan provided and paid for by the Employer shall be paid over to the Employer.
- 29.02**      The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Employer may reasonably require the said Employee to present such certificates from time to time. The Employer may direct that the Employee submit to a physical examination by the Borough physician or any other doctor designated by the governing body.
- 29.03**      In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation establishing such further period of disability and such findings by the Division of Worker's Compensation or, by the final decision of the last reviewing court shall be binding upon the parties.

- 29.04 For the purposes of this Article, injury or illness incurred while the Employee is acting in any Employer authorized activity, shall be considered in the line of duty.
- 29.05 In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation Judgment, or, if there is an appeal therefrom the final decision of the last reviewing court.
- 29.06 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave policy heretore agreed upon between the parties.

**3.00 EDUCATION INCENTIVE**

- 30.01 In addition to all other wages and benefits provided in this Agreement, each Employee shall be entitled to college tuition reimbursement payments in the amount of Forty (\$40.00) Dollars per credit.
- 30.02 Said tuition reimbursement payments shall be made on a one time basis and shall only be made upon satisfactory completion of a course in police science or related courses leading to a police science degree.
- 30.03 Degree status conferred in the field of police science will, upon proof of degree, increase that officer's salary by Three Hundred Fifty (\$350.00) Dollars per year which shall be included within the Employee's biweekly paycheck.

31.00      TRAINING PAY

31.01      The Employer agrees to compensate all Employees covered by this Areement at the time and one-half rate for attending required training courses on their own time.

32.00      PENSION

32.01      The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

32.02      The Employer will pay to the appropriate Police Retirement Fund all amounts which the Fund will accept on account of any payments made to Employees pursuant to this Agreement.

32.03      It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate police retirement fund, then, and in that event, resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

33.00      STAND BY TIME

33.01      Stand by time shall be considered as time worked if the Employer requires the Employee to remain in a fixed location. Stand by time shall be paid at the rate of straight time pay with a maximum allowance of four (4) hours in one day.

34.00 COURT TIME

- 34.01 Court Time, as referred to in this Article, shall consist, of all time, excluding regular tours of duty, during which any Employee in good standing covered under this Agreement shall be required to attend any forum as authorized by law for matters arising out of his police duties..
- 34.02 All such required court time shall be considered as overtime and shall be compensated at time and one-half.
- 34.03 When an Employee covered under this Agreement shall be required to travel more than a five (5) mile radius from the Borough of Moonachie to and from any forum as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, provided, however, that such travel time shall be computed between the Employer's police headquarters and the pertinent forum.
- 34.04 The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required in the appropriate forum, together with any applicable travel time.
- 34.05 Payments under this Article shall be the actual court time as logged by the Court Clerk.

**34.00(i) COURT TIME**

Effective January 1, 1990, the following provisions shall apply:

- 34.01(i)** Court time, as referred to in this Article, shall consist of all time excluding regular tours of duty during which any Employee in good standing covered under this Agreement shall be required to attend any forum as authorized by law for matters arising out of his Police duties.
- 34.02(i)** All such required court time shall be considered as overtime and shall be compensated at time and one-half ( $\frac{1}{2}$ ).
- 34.03(i)** When an Employee covered under this Agreement shall be required to travel more than a five (5) mile radius from the Borough of Moonachie to and from any forum as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled provided, however, that such travel time shall be computed between the Employer's Police Headquarters and the pertinent forum.
- 34.04(i)** The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required in the appropriate forum together with any applicable travel time or a two (2) hour minimum,

whichever is more.

34.05(i) Payments under this Article shall be the actual court time as logged by the Court Clerk or a two (2) hour minimum, whichever is more.

35.00 PRIORITY FOR OVERTIME

- 35.01        Overtime for regularly scheduled shifts and details will be offered to regular full time Employees of the Department first, in an order of preference based upon a rotating seniority roster.
- 35.02        There may be certain situations in which the Department because of special skills or other attributes of a particular officer, determines that it is in the best interest of the Employer to bypass an Employee or Employees on the seniority list.
- 35.03        While this Agreement contemplates the possibilities noted in Section 35.02, it is agreed and understood that such by-passed Employee or employees, must become next on the list for the purposes of overtime roster.
- 35.04        The purpose of this section is to equalize overtime among Employees and same shall not be defeated by the Employer's selection of special persons for special details as set forth herein.
- 35.05        Such overtime will be offered to persons other than full time Employees only if it has first been refused by each member on the seniority roster aforementioned.

36.00      RIGHTS OF EMPLOYEES

36.01      Members of the Moonachie Police Department hold a unique status as police officers in that the nature of their office and employment involves the exercise of a portion of the police power of the Borough of Moonachie.

36.02      The security of the community depends to a great extent on the manner in which police officers perform their duties. Their employment is thus in the nature of a public trust.

36.03      The cognizance and control of the government, administration, disposition and discipline of the department is the responsibility of the Borough and the Chief of Police.

36.04      In administering the department, the law empowers the Borough to appoint superiors to exercise various powers of command over subordinates. In addition, they have promulgated various rules, and procedures to guide members of the force in the performance of their duties.

36.05      The wide ranging powers and duties given to the department and its members involve them in all manners of contracts and relationships with the public. From these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by superior officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline without in any way impairing the rights and obligations of the Municipality and the Chief of Police, the following guidelines are promulgated:

36.06 In all cases where an officer is expressly threatened with disciplinary action or suspension resulting from his performance or non-performance in the line of duty, he shall upon being so advised, have the right to consult with counsel or anyone else prior to being questioned by his superior officer provided that the interrogation is not unduly delayed. In such case the interrogation may not be postponed beyond 10:00 a.m. of the day following notification of the interrogation.

36.06 The aforementioned guidelines will be observed by superior officers who shall include the Chief of Police. In the event a superior officer who is subordinate to the Chief of Police shall desire to interrogate another officer under the conditions herein described, the officer to be interrogated may request as a condition precedent to questioning that the Chief of Police be advised as to the interrogation. Where such a request is made the Chief of Police shall require that the interrogator allow for consultation as herein otherwise provided should such be the further request of the person to be interrogated.

36.08 The rights provided for herein are intended to prevent the officer to be interrogated from being subject to disciplinary action by reason of his failure to answer questions of a superior officer until his right to consultation herein provided for has been afforded provided consultation is requested. This provision is not intended nor shall it be invoked to frustrate the every day operation of the Police Department or to provide a defense to a departmental charge other than a failure to respond to questioning.

37.00 SAVINGS CLAUSE

- 37.01 It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.
- 37.02 If any such provisions are so invalid, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

38.00      PRESERVATION OF PRACTICES

38.01      Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any police officer pursuant to any rules, regulations, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

38.02      Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

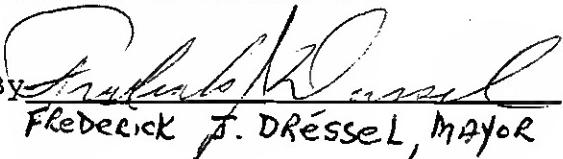
**39.00      SEVERANCE BENEFITS**

- 39.01**      Any employee who retires, dies or is separated from employment provided such is not based "upon just cause" shall be entitled to his/her pro-rata share of all benefits which he or she has accrued as of the date of separation from employment. All benefits shall be pro-rated based upon the number of days worked for that calendar year. In the event of death, all benefits shall be paid to the employee's estate.
- 39.02**      The reverse application of the above principles would apply in the event that the employee separated from employment before actually earning benefits which said employee had already used while employed.

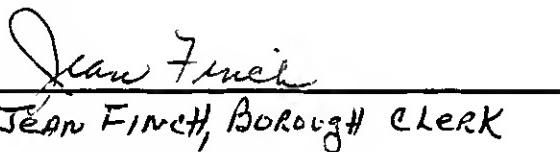
**40.00 TERM OF CONTRACT**

**40.01** This contract shall be effective January 1, 1988, and shall terminate on December 31, 1990, or until such time as a new Contract is executed.

BOROUGH OF MOONACHIE

By   
Frederick J. DRÉSSEL, MAYOR

ATTEST

  
Jean Finch  
JEAN FINCH, BOROUGH CLERK

PBA LOCAL 102 MOONACHIE UNIT

By   
Michael McFall

APPENDIX "A"

PATROLMEN

	<u>JAN. 1, 1988</u>
0-1 year of service	\$18,094.00
1-2 years of service	\$25,081.00
2-3 years of service	\$29,485.00
over 3 years of service	\$35,289.00

SERGEANT

Upon appointment	\$35,837.00
After six (6) months	\$36,434.00

PATROLMEN

	<u>FEB. 1, 1988</u>
0-1 year of service	\$19,451.00
1-2 years of service	\$26,962.00
2-3 years of service	\$31,696.00
over 3 years of service	\$37,936.00

SERGEANT

Upon appointment	\$38,525.00
After six (6) months	\$39,167.00

PATROLMEN

	<u>JAN. 1, 1989 to JUNE 30, 1989</u>
0-1 year of service	\$19,451.00
1-2 years of service	\$26,962.00
2-3 years of service	\$31,696.00

over 3 years of service	\$37,936.00
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SERGEANT

Upon appointment	\$38,525.00
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After six (6) months	\$39,167.00
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PATROLMEN

JULY 1, 1989 to  
DEC. 31, 1989

0-1 year of service	\$21,007.00
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1-2 years of service	\$29,119.00
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2-3 years of service	\$34,232.00
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over 3 years of service	\$40,971.00
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SERGEANT

Upon appointment	\$41,607.00
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After six (6) months	\$42,300.00
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PATROLMEN

JAN. 1, 1990 to  
JUNE 30, 1990

0-1 year of service	\$22,267.00
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1-2 years of service	\$30,866.00
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2-3 years of service	\$36,286.00
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over 3 years of service	\$43,429.00
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SERGEANT

Upon appointment	\$44,103.00
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After six (6) months	\$44,838.00
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PATROLMEN

JULY 1, 1990 to  
DEC. 31, 1990

0-1 year of service	\$22,712.00
1-2 years of service	\$31,483.00
2-3 years of service	\$37,012.00
over 3 years of service	\$44,298.00

SERGEANT

Upon appointment	\$44,985.00
After six (6) months	\$45,735.00

APPENDIX "A(i)"

The following schedule and salary ranges shall be applicable to new hires employed after the date of the execution of this Agreement.

<u>PATROLMEN</u>	<u>JAN. 1, 1988</u>
0-1 year of service	\$18,094.00
1-2 years of service	\$21,533.00
2-3 years of service	\$24,972.00
3-4 years of service	\$28,411.00
4-5 years of service	\$31,850.00
over 5 years of service	\$35,289.00

<u>PATROLMEN</u>	<u>FEB. 1, 1988</u>
0-1 year of service	\$19,451.00
1-2 years of service	\$23,148.00
2-3 years of service	\$26,845.00
3-4 years of service	\$30,542.00
4-5 years of service	\$34,239.00
over 5 years of service	\$37,936.00

<u>PATROLMEN</u>	<u>JAN 1, 1989 to JUNE 30, 1989</u>
0-1 year of service	\$19,451.00

1-2 years of service	\$23,148.00
2-3 years of service	\$26,845.00
3-4 years of service	\$30,542.00
4-5 years of service	\$34,239.00
over 5 years of service	\$37,936.00

PATROLMEN JULY 1, 1989 to  
DEC. 31, 1989

0-1 year of service	\$21,007.00
1-2 years of service	\$25,000.00
2-3 years of service	\$28,993.00
3-4 years of service	\$32,985.00
4-5 years of service	\$36,978.00
over 5 years of service	\$40,971.00

PATROLMEN JAN. 1, 1990 to  
JUNE 30, 1990

0-1 year of service	\$22,267.00
1-2 years of service	\$26,500.00
2-3 years of service	\$30,733.00
3-4 years of service	\$34,964.00
4-5 years of service	\$39,197.00
over 5 years of service	\$43,429.00

PATROLMEN JULY 1, 1990 to  
DEC. 31, 1990

0-1 year of service	\$22,712.00
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1-2 years of service	\$27,030.00
2-3 years of service	\$31,348.00
3-4 years of service	\$35,663.00
4-5 years of service	\$39,981.00
over 5 years of service	\$44,298.00

APPENDIX "B"

VACATION

<u>YEARS OF SERVICE</u>	<u>NO. OF WORK DAYS</u>
Commencing 0 - 4 years	12
Commencing 5 - 9 years	15
Commencing 10 years	16
Commencing 11 years	17
Commencing 12 years	18
Commencing 13 years	19
Commencing 14 - 19 years	20
Commencing 20 years	25

Patrolmen shall not be entitled to take their first year's vacation allowance until after six (6) months of completed service.

## APPENDIX "C"

### HOLIDAYS

In addition to the annual salaries and other benefits set forth in this Agreement, each Employee shall be paid an additional day's pay for each holiday enumerated in this Agreement. In addition to the regular paid holidays set forth, the Employees covered under this Agreement shall be entitled to such further paid holidays as may be declared from time to time by the Borough's governing body for any other Borough Employee.

- 1) New Year's Day
- 2) Lincoln's Birthday
- 3) Washington's Birthday
- 4) Good Friday
- 5) Memorial Day
- 6) Independence Day
- 7) Labor Day
- 8) Columbus Day
- 9) Veteran's Day
- 10) Thanksgiving Day
- 11) General Election Day
- 12) Christmas Day
- 13) Martin Luther King's Birthday

Compensation for seven holidays shall be paid pursuant to this clause during the first pay period in July of each year and compensation for the other six holidays shall be made in the first pay period in December.